

The following information are notes on the Battle & Bains Families that was collected by M.E. White when she wrote her book on Pine Springs, Lauderdale County, MS.

The First One Hundred Years of Pine Springs, by M. E. White; can be purchased in soft cover or E-Book (.PDF) format from the Lauderdale County Department of Archives and History, Inc.

Visit the Archives page at www.lauderdalecounty.org to see a list of available publications, ordering and donating information.

BAINS

1892 Tax Roll

S.R. (SIMMIT?) BANES

N²SE⁴, pt S²NE⁴ S28-7-17 135 \$ 337.50

H.W. BANES

SW SW⁴ 21-7-17 - 40ac

NE NE⁴ 29-7-17 - 40ac

Had pat. on SE⁴ of Sec 33, T-8 - which he bought in 1836.

Sold it to Alsa pence (SW⁴ ~~pt~~ & W² of SE⁴ Sec 33, T-8 - R15E)
subject to sale at Columbia Land office - got \$700 for it
on Dec 29, 1843. (240 acres) made about \$300 profit

Probate Ct. Book F, 1855-56, pg. 403

Oct. 22, 1856 Little Berry Baines, Warren F. Alford & Henry D. Bantwell put up \$5000 Bond to renew Bond for Bains to continue as guardian of Absalom Aaron, minor.

Bains 1st appointed guardian March 10, 1851 → Heir of Jane Aaron

Bains & Harper were partners

1853 - Bains owned "Fisher House Inn & Tavern" in Marion - ^{run by} walter Welch

Oct. 1854 - Bains bought Planters & Railroad Hotel in Marion ^{from walter W. Welch} remodeled it & named it "Bains Hotel"

1858 Bains sold out to W.L. Patton

His wife was named Penina Bains.

DRUCILLA BAINS m. Lewis HABERCORN Dec 7, 1853

[A-103] L.B. Baines bought NW⁴ of SW⁴ - 3-7-15 from Wm. & Martha Stokes ^{mar 10, 1837} for \$115

[A-192] L.B. Baines bought NE⁴ of SW⁴ and SE⁴ of 3-7-15 from David m. & Eliza Brown Dec 4, 1838 -

[A-198] L.B. & Penina Baines sold Richardson Baines N² of SE⁴ - 33-8-15 Dec 14, 1838 \$400

[A-199] Richard & Mary E. Bains sold Henry Baines of Greene Co, AL E² of SE⁴ of 24-8-15 Dec 4, 1838

Society fun flourished before Meridian

Editor's Note: History lies off the country roads in the Meridian area. Paths to the Past, prepared with the assistance of Jim Dawson, director of the Lauderdale County Department of Archives and History, will explore that past.

By Nan Fairley

The Meridian Star

While antebellum lifestyles in Lauderdale County during the 1850s may have been less lavish than the plantation styles of the Mississippi Delta, one chronicle left behind shows high society flourished locally even before the birth of Meridian.

The editions of the *Lauderdale Republican*, published in the now extinct town of Old Marion between 1854 and 1856, reflect both the culture and color of the era before the Civil War years.

Cotillion parties at the "Man-sion House" were common occurrences, in addition to cultural events such as a visit by concert flutist Madame Siminski in February of 1855. The courthouse, a two-story structure located "on the square" in Old Marion then, was the scene of dozens of musical concerts, according to the newspaper.

Plantations were scattered in Lauderdale County during the antebellum years, with several fine homes located in the town of

Old Marion up to and after the Civil War. Goods advertised for sale to well-to-do planters ranged from grand pianos to elaborate furnishings.

The county seat of Old Marion served as the center of political, business and social events before the courthouse was moved to Marion Station, the present site of Marion.

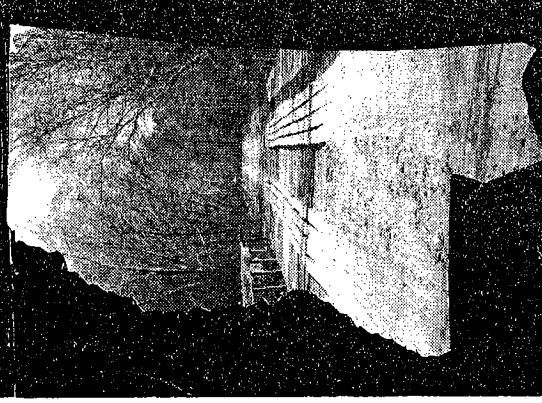
In addition to the courthouse, the busy town square boasted several businesses and inns. The Baines Hotel, a two-story brick building with glass windows, was a popular place for visitors.

Described in the *Lauderdale Republican*, the inn featured "meals of venison or pork, rice, sweet potatoes, cornbread and sweet potato beer. Each room had a coal oil lamp and a box of matches on the table."

Another inn in Old Marion during the antebellum period was the less elaborate Preston House where visitors could stay for 88 cents a night and have three meals for \$1.25. Although accommodations were available, they might not be considered acceptable by today's standards. The newspaper pointed out that a "...mixture of hot water and red pepper had been used to kill vermin on the beds."

Coming into the county seat from farms and plantations to shop and visit was a real event, with a variety of entertainments

Paths to the Past



offered. Several booming businesses located on the square catered to the customers.

The Harper and Baines store offered "clothing, shoes, hardware, sugar and salt. The D. and I. Rosenbaum store was located on the south side of the square, long before Dave Rosenbaum moved his business to Meridian.

Another thriving enterprise was the drug store. At that store,

"a stock of fine French brandy in gallon jugs and quart bottles was displayed on the shelves and advertised as medicine for the sick." Other popular cures sold included Jacob's Cordial, a "sure cure for most ailments", and Azor's Turkish Balm, "guaranteed to grow hair on a bald head."

While the women shopped, men gathered in taverns. On one fall day in 1855, the *Lauderdale Republican* noted, "The local taverns were packed. At the billiard parlor, they shot pool and bet on their skill between sips of whiskey and sugar. The card tables were full where hard-earned money was gambled on a turn of the cards in lively games of Seven Up and Jack of Diamonds."

Another favorite past-time were horse races held on a track near the village. Two tracks were laid off about 20 feet apart and each was 1,000 yards long and about four feet wide, according to newspaper accounts.

Following the races and other excitements of the day, evening square dances would be held in "a big gray barn west of the square." Slaves of the plantation owners visiting Old Marion would also make the most of the occasion at nearby dances.

Next Week: Paths to the Past will pay a visit to Collinsville's past.

A-305 L B Baines to Henry Baine of Laud Co April, 1839
S² of SE⁴ by a line running E & W thru said quarter
Sec 8 33 - 8 - 15

DEED
B-391 Robert Craig & wife, Catherine C. Craig of Greene Co, Al -
Sold L B Baines of Laud Co me - for \$1680 -
SW⁴ & W² of SE⁴ - S-34, T-8, R-15
June 23, 1841

1870
146-146 Beat 5, Meridian

SUSAN BAINS 50 GA 1820

BURWELL 20 MS 1850

MARTHA 18 MS 1852

JOHN 12 MS 1858

79-79 Beat 1 TOWNSHIP 7 1841
Bwn. CLARKSDALE 1843
HENRY W. BAINES 27 Al m. 1863

(EVANS) 1845
ANNIE P. BAINES 25 Al

BENJAMIN W. 3 MS 1867

MARY J. 1 MS 1869

1850 Marion L.B. Baine, deputy sheriff, 1849

22/22 L. B. Baine 41 1809 \$116 NC

PENINIA 40 1810 NC

LEAH J. 14 1836 AL
BY J.M. RICHARDSON, MCM. LEWIS HABSBOORN DEPT, 1853
DRUCILLA A. 12 1838 MI

THOMAS J. 9 1841 MI J.C. WILSON 1863

BUCITANAN 7 1843 MI

MALISSA 5 1845 MS

VIRGINIA F. 3 1847 MS

MEN WEDDINGS

✓ OLD MAN
L.B. BAINS - SARAH WORRINGTON - 1863

✓ THOMAS
T. J. BAINES - J.C. WILSON 1863

✓ HENRY
H.W. BAINES - ANN P. EVANS 1865

J.K. BAINES - FANNIE BLOODWORTH 1872

1680
270
1410
250
270.00

New Hope Cem - CLARKSDALE

(HENRY W. BAINES - MAR 7 1841 - MAY 31, 1919

ANNE P. BAINES - MAY 21, 1845 - MAR 12, 1915

GEORGE W. BAINES 1853 - 1934 was 15 during civil war - He & mom plowed while his papa, Simmie forgot -
MATTIE ELLIS BAINES 1861 1941
Simmie
wounded arm

JOHN E. BAINES 1854 - 1930

LIVED near marion
freedom church
Russell

ELIZABETH W. Battles

1848 - Bought 160 acres from State in NW 1/4 Sec. 15 Patented 9-1-1848 to E.W. Battles

1849-51 - Sam C. Hatch ^{int} owed Jas. R. Battle (~~State~~) \$89.25 for med. attention
(Was Jas. R. Battle a doctor? Yps)

1846 ^{and 1848} poll tax List:

Book C, pg. 334 James R. Battles

John Battle - 1 poll

N R Battle (m) Josephine M. Brown - 1870

Sumter Co, AL - 1850

Wm. D. Battle 28 NC 1822

Sally 24 NC 1826

Wm. 5 NC 1845

NED R. 2 NC 1848 - m. JOSEPHINE M. BROWN 1870

DR. J.R. Battle VISITED Alex Ballard in 1852 (Alex died)

DR - J.R. Battle " Lewis Latham, Ward of Robert Brown Feb 14, 1853

JAMES R. Battles - ONLY Battles in County IN 1853 State Census -

He had 10 in household - 4 males, 6 females

Jan 20, 1848 (1880) ~~John B~~ James Battle vs Wm. L. ^{woolf} ~~woolf~~ - appeal on judgment

Mar. 11, 1868 A.W. FLOURNOY (FOR LOVELACE H. MOTT) vs JAS R. Battle
(802) Judgement

Mar 15, 184 [?] Lovelace H. Mott vs Jas. R. Battle: appeal Bond Judgement

Dec 4, 1849 (11) Wm. L. Woolf vs Jas R. Battle - attachment of slave

COURT RECORDS

228, 229 - John L. Battle A & B

Charged - Assault & Battery
Circ. Court, page 228, 229

Laud Co. Circ Ct.

F-330

JR Battle & EW to B.F. Parker.

Negro (Copied)

G-565 J.R Battle to EW &

marriage contract

~~F-792~~

M. DAVIDSON to W. Battle

DEED BK
F

JAMES R.
BATTLE

330

Filed in

The State of Mississippi
Lauderdale County) Personally appeared before me Samuel
Simmons justice of the peace of said county, John
Hamrick and Catharine Hamrick his wife whose names
are subscribed to the foregoing deed, and acknowledged
that they signed, sealed and delivered the same
as their act and deed on the day and year above
specified: And Catharine Hamrick wife of the said
John Hamrick also appeared on a private examina-
tion separate and apart from her husband ac-
knowledgeed that she signed, sealed and delivered
the foregoing deed on the day and year therein
specified without fear, threat, or compulsion of
her said husband as her relinquishment of same
Given under my hand and seal this the
eight day of October A.D. 1849
Office April 30th 1850
Saml Simmons Seal
Justice of the peace
Benj F Parke clk

The State of Mississippi
Lauderdale County) This Indenture made this the
third day of April, A.D. 1850 between James R. Battle
and Elizabeth M. Battle of the county and state afore-
said of the first part and Benj F. Parke of the same
county and state of the second part. Wherein a certain
negro man slave for life named Henry has been
levied on by the sheriff of said county by virtue of an
execution in his hands, in favor of William Wolf
against James R. Battle, and said said negro man
has been claimed by the said James R. Battle and
Elizabeth M. Battle as the property of the said Elizabeth
M. Battle, and have entered into the bond, with John
Hamrick security for the trial of the right of property in
said negro. And the said James R. Battle and Elizabeth
Battle willing to secure the said John Hamrick against
all loss and charge that may occur on account of giving
said security on said bond. Now this Indenture witnesseth
that the said James R. Battle and the said Elizabeth
M. Battle as well in consideration of the premises and
also of the sum of one dollar to them in hand paid
by the said Benjamin F. Parke, the receipt whereof is
hereby acknowledged, hath granted, bargained sold assigned
transferred and set over, and by these presents doth grant
bargain sell assign transfer and set over unto the said
Benj F. Parke his heirs and assigns a certain negro
man named Henry, about thirty eight years old slave
for of life, to have and to hold and to take the same
to the said Benj F. Parke his heirs and assigns and to the
proper use and behoof of the said Benj F. Parke his
assigns forever. In trust however that he the said Benj F.
Parke if in the trial of the right of property in the
said negro man levied on by the sheriff as aforesaid
the suit should be determined against the said client
James R. Battle and Elizabeth M. Battle, aforesaid

6

Then shall and do upon giving ten days notice in three public places in said county, expose to public sale the said negro Henry a slave for life, and from the proceeds of said sale pay and satisfy said judgment and court and dammy and secure the said John Hambick against all liability for the same and said security on said bond for the prosecution of said suit. And the surplus if any remains after fulfilling the trust aforesaid pay over and return to the said James R. Battle and the said Elizabeth W. Battle their heirs and assigns in a reasonable time thereafter. The said negro man Henry to remain until the termination of the said suit for the trial of the right of property in the possession of the said James R. Battle and the said Elizabeth Battle. In testimony whereof the said James R. Battle & the said Elizabeth W. Battle hath hereunto set their hands and seals this the day and year above written.

James R. Battle (Seal)
Elizabeth W. Battle (Seal)

The State of Mississippi
Lauderdale County

On this the 3^d day of April A.D. 1850 personally came before me William J. Daniel an acting justice of the peace in and for said county, James R. Battle and Elizabeth W. Battle his wife, who acknowledged that they signed sealed and delivered the foregoing deed in trust for the purposes therein contained on the day and date thereof and the said Elizabeth W. Battle being by me examined separate and apart from her said husband acknowledged that she made this deed of her own free will without any threat or compulsion in any manner whatever on the part of her said husband. In testimony whereof I have hereunto set my hand and seal the day & year above written.

Filed in

Office April 3^d 1850
B. F. Parke clerk

William J. Daniel (Seal)
Justice of the peace

The State of Mississippi
Lauderdale County

Now all men by these presents that Austin Keeton & Sarah Keeton his wife for and in consideration of the sum of three hundred & thirty six dollars to them in hand paid by J. Ransom Scarborough, before the executing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do bargain and grant sell unto the said J. Ransom Scarborough his heirs and assigns forever in fee simple, all the certain parcel of land described as follows to wit: The west half of north west fourth of section 28th north township number six of range number fifteen east containing eighty & 1/2 acres more or less situate in the county aforesaid. Together with all and singular the hereditaments and appurtenances therunto belonging and all the estate right title and interest whatever of the said Austin Keeton & Sarah Keeton his wife

DEED
BOOK
P

The State of Mississippi Landerdale County. Whereas according to their presents that James Hector Trustee of Zachariah Jordan for and in consideration of the sum of Two hundred dollars to him in hand paid by Samuel Reid before the execution of their presents the receipt whereof is hereby acknowledged have granted bargained and sold and by their presents do grant bargain and sell unto the said Samuel Reid his heirs and assigns forever unto the said and free simple all the certain parcel of land described as follows to wit: With half & 2/3 of Sec 31, Section twenty township seven of range sixteen East containing one hundred and twenty acres more or less situate in the county aforesaid together with all and singular the here detannants and appurtenances therunto belonging and all the estate right title and interest whatever of the said James Hector Trustee of Zachariah Jordan and to the above named bargained premises and every part and parcel thereof to have and to hold the said parcel of land unto the said Samuel Reid his heirs and assigns forever and the said James Hector Trustee as aforesaid his heirs executors and administrators unto the said Samuel Reid death and will forever warrant and defend the above described tract or parcel of land unto so far as in equity hereunto as said Trustee and no further. Witness my hand and seal this 23rd day of December A.D. 1854

James Hector Trustee

The State of Mississippi Personally appeared before me Benj F Landerdale County Clerk of Probate of said county James Hector whose name is subscribed to the foregoing deed on the day and year above specified as Trustee as above given under my hand and seal this the 23rd day of December 1854

Benj F Parker clerk

Filed Dec 23d 1854
recorded March 27th 1855
Benj F Parker clerk

Marriage
Contract

The State of Mississippi This Indenture made & entered into between Landerdale County This fourteenth day of November one thousand and thirty eight hundred and twenty six between James Patton of the County of Nash & State of North Carolina of the first part and Elizabeth W Armstrong the Younger of Halifax County & State of the second part & Elizabeth W Armstrong the Elder of Halifax County & State aforesaid of the third part whereas a marriage is agreed upon & intended to be shortly had & solemnized by an between the said James & Elizabeth and upon the trust of the said intended marriage it was agreed upon by and between the said James & Elizabeth the Younger that previous to the solemnization of the said marriage the said Elizabeth the Younger shall assign make over and convey all her property of every kind and description whatsoever unto the said Elizabeth the Elder her heirs John H & assigns upon the trusts & for the intents and purposes hereafter expressed & declared

Nov. 14
1836

shew this undoubted truth that in consideration of the said sentence and in full
 and performance of the said herein before mentioned agreement on the part of the
 said James & Elizabeth & in consideration of the same of and Bilk as paid by the
 said Elizabeth the Elder the said Elizabeth the Younger and for diverse other good
 causes & considerations the said Elizabeth the Younger with the consent & appro-
 bation of the said James testifies by his being a party to said dealing and deliver-
 ing of these presents hath bargained sold and conveyed & assigned by these presents
 hath bargained sell convey & assign unto the said Elizabeth the Elder her admin-
 istrator & assigns forever all the property of every kind and description
 whatsoever which now belong to the said Elizabeth the Younger in what
 she may be in any way intitled and all the right title and interest & claim
 demand & profits whatsoever of her the said Elizabeth the Younger of or to
 the same & any part thereof to have and to hold the same unto the
 said Elizabeth the Elder her Executor Administrator & assigns forever but never-
 theless but for the trusts & for the interests and purposes hereinafter
 expressed and declared and to no other use intitled or purpose
 whatsoever namely in trust for the said Elizabeth the Younger
 untill the said intended marriage shall be had and solemnized
 and from and after the solemnization of the same upon trust
 from time to time to pay to or authorize & empower the said
 Elizabeth the Younger to receive and take the interests profits and
 annual produce thereof for and during the terms of the said lives
 of the said James & Elizabeth to & for her own use & benefit exclusive of
 her said husband & in is the said to be liable to his debts and jointure
 and after the demise of the said James in case the said Elizabeth should
 survive him then upon trust that the said Elizabeth the Elder her Executor
 or assigns shall hold the said property & any part thereof for the sole use
 & benefit of her the said Elizabeth the Younger then assigns from time
 to time to receive & take the interest and profits and produce thereof
 during her life time to & for her then & several benefit & further shall
 be required exhibit a good & sufficient conveyance for simply to the
 said Elizabeth the Younger or her assigns for the same property for
 her sole & absolute use & benefit provided always that it is hereby further
 declared and agreed and it shall and may lawfully for the said Elizabeth
 the Elder her Executor & Administrator or assigns at any time or times after the
 solemnization of the said intended marriage with the consent of
 approbation of the said Elizabeth the Younger not withstanding
 the contrary notwithstanding her coventures testified by any writing
 under her hand and seal attested by two or more witnesses
 to sell and convey all or any part of the property hereby conveyed
 and to lay out and invest the money arising from such or other
 in such other property as the said Elizabeth the Younger may
 designate the conveyance for the same to be in the manner of
 the said Elizabeth the Elder her Executor Administrator and the
 property so purchased to be in like manner from time to
 time allowed sold transferred and disposed of to her & after
 times as the same shall in like manner be required by the

said Elizabeth the younger notwithstanding her coverture and it being
 declared and agreed that the said Elizabeth the elder her heirs & admin-
 or assigns shall stand possessed of the intire and all messes purchased
 property as aforesaid & the intire and profits & annual produce
 thereof upon such and the same trust & for such & the same ends intents
 & purposes as are herein before expressed & declared of & conveying the property
 hereby conveyed as aforesaid all the intire profits & annual produce
 may near thereto as the death of the parties & other circumstances will
 admit of Provided always and it is hereby declared and agreed by &
 between the said parties to these presents that if the said Elizabeth
 the Elder during the continuance of the aforesaid trust happen
 to die or desire to be discharged from the said trust or at any time
 refuse to act in the execution of the same then & in every such
 case it shall & may be lawfull for the said Elizabeth the yo-
 unger notwithstanding her coverture by any writing under
 her hand and seal attested by two or more witnesses to nominate
 & appoint any other person to her trust for the purposes afores-
 aid in the place of the said Elizabeth the elder provided also and it is
 hereby expressed declared and agreed that the said Elizabeth the elder
 her exors & admin & assigns & each of them shall not be charged or
 chargeable for any loss misfortune or damage which may hap-
 pen in the execution of any of the aforesaid trusts or in violation
 thereof unless the same shall happen by or through her or their
 own willfull default and it is hereby declared & agreed by and
 between the parties to these presents that the said Elizabeth the yo-
 unger whatever sole or covert notwithstanding her coverture shall
 be in full power and authority to make a last will & testament and
 by such last will and testament in writing attested by two or
 more witnesses to dispose of all or any part of the property
 hereby conveyed to such person or persons in such manner
 & form as she may think proper and in case she make no
 such disposition the said property & every part thereof shall
 in & belong to her children in which of all of which
 the said parties to these presents have hereunto set their
 names & affixed their seals the day & year above written
 signed sealed and delivered in the presence of

At Law
 M. A. Wilson

Jas R. Patton Esq
 Elizabeth M. Arrington Esq
 Elizabeth M. Arrington Esq

Halifax County } This deed of trust was exhibited in open
 July 6th 1827 } Court and was duly proved by oath of it by
 a witness thereto and notaries ordered it to be registered
 M. M. Patton P. R.

6th March 1842

The State of North Carolina
 Halifax County

J. Epps clk

J. Murrey & Patton Public
 Register for said County